

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

THOMAS E. PEREZ, Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

NORWOOD COMMERCIAL CONTRACTORS, INC.,
and **DOUGLAS HUDSON**, an individual,

Defendants.

Civil action no.: 13-8402

CONSENT JUDGMENT

Plaintiff, **THOMAS E. PEREZ**, Secretary of Labor, United States Department of Labor, having filed her complaint and defendants, **NORWOOD COMMERCIAL CONTRACTORS, INC.** and **DOUGLAS HUDSON**, an individual, (hereinafter collectively as "defendants"), hereby appearing by counsel, acknowledge receipt of the copy of the complaint herein and waive service thereof, and having been duly advised in the premises, agree to the entry of this judgment without contest; now, therefore, upon motion of attorneys for plaintiff and defendants, and for cause shown:

JUDGMENT IS HEREBY ENTERED against defendants pursuant to sections 16(c) and 17 of the Fair Labor Standards Act of 1938, as Amended, 29 U.S.C. § 201 *et seq.*, (hereinafter "the Act"), as follows.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to section 17 of the Act, that the defendants, their officers, agents, servants, employees, and all persons in active concert or participation with them be and hereby are, permanently enjoined and restrained

from violating the provisions of the Act, in any of the following manners.

I

Defendants shall not, contrary to sections 7 and 15(a)(2) of the Act, employ any of their employees who in any workweek are engaged in commerce or the production of goods for commerce, or who are employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than 40 hours, unless such employees receive compensation for their employment in excess of 40 hours at a rate not less than one and one-half times the regular rates at which they are employed.

II

Defendants shall not fail to make, keep and preserve records of their employees and of the wages, hours, and other conditions and practices of employment maintained by them as prescribed by the regulations issued, and from time to time amended, pursuant to section 11(c) of the Act and found at 29 C.F.R. Part 516.

III

In order to ensure compliance with the provisions of this Consent Judgment and with the Act,

defendants agree to perform the following:

1. Designate an employee as a Compliance Officer, reportable to the Chief Executive Officer, to ensure Norwood is in compliance with the Fair Labor Standards Act and to act as a liaison with the U.S. Department of Labor, Wage & Hour Division, Chicago District Office.
2. Provide each employee with a copy of the U.S. Department of Labor, Wage & Hour Division Publication WH-1282, Handy Reference Guide to the Fair Labor Standards Act; Fact Sheet 23: Overtime Requirements of the Fair Labor Standards Act; and the telephone number for the Chicago District Office and the notification that calls to the number are confidential. Norwood will require that employees sign a receipt that they have received the materials and will maintain the receipts. Norwood agrees that they will provide copies of the receipts upon request.

3. Forward ADP reports and all time sheets to their Compliance Officer monthly.
4. Provide their Compliance Officer with an updated employee list, to include the employees name, address and telephone number monthly.
5. Agree to allow full access to payroll records, time records and employees during unannounced visits by the Wage & Hour Division.
6. Post a copy of the posters WH-1088 and WH-1088SPA in areas readily visible to employees, at their corporate office and at each worksite where they are performing work.
7. Add a page on their website explaining the importance of compliance with the Fair Labor Standards Act.
8. Add an addendum, or term, to their contracts requiring compliance with the Fair Labor Standards Act and indicating a material breach of this clause will be cause to terminate the contract.
9. Include Fact Sheet 13: Employment Relationship Under the Fair Labor Standards Act (FLSA) as part of their contract with all subcontractors they engage. Norwood will provide copies of all such contracts to the Wage & Hour Division on request.
10. Create a face blog about the importance of the Fair Labor Standards Act, with a question and answer forum for face book participants.
11. Sponsor and give two presentations on compliance with the Fair Labor Standards Act to contractor's associations.

These enhanced compliance provisions shall remain in effect for a period of three (3) years.

IV

FURTHER, JUDGMENT IS HEREBY ENTERED, pursuant to section 16(c) of the Act, in favor of the plaintiff and against the defendants, in the total amount of \$395,444.53, exclusive of post-judgment interest under the installment payment plan set forth below.

A. Defendants shall pay to the plaintiff the sum of \$229,176.78, which represents the unpaid overtime compensation hereby found to be due the present and former employees named in Exhibit A, attached hereto and made a part hereof, in the amounts set forth therein for the period of January 16, 2012 through February 15, 2013.

B. Defendants shall further pay to plaintiff, as liquidated damages, the additional sum of \$166,267.75 hereby found to be due the present and former employees named in Exhibit A for the period of January 16, 2012 through February 15, 2013, plus post-judgment interest in the amounts set forth therein.

V

The monetary provisions of Paragraph IV of this judgment shall be deemed satisfied by defendants, upon the following:

A. On or before December 1, 2013, defendants shall deliver to plaintiff's counsel the sum of \$229,176.78, which represents the unpaid overtime compensation. Defendants shall deliver to plaintiff certified checks or cashier's checks made payable to the order of the employee or "Wage and Hour, Div., Labor," as alternative payees (*e.g.*, "PAY TO THE ORDER OF JANE DOE or WAGE AND HOUR DIV., LABOR") and equal to the net amount due each employee after deducting the amount of legal deductions from the gross amounts of wages listed on Exhibit A.

B. Liquidated damages in the amount of \$166,267.75, plus post-judgment interest, shall be paid by defendants to plaintiff in quarterly installments as follows:

<u>Payment #</u>	<u>Date Due</u>	<u>Amount Due</u>
#1	4/1/2014	\$21,017.96
#2	7/1/2014	\$21,017.96
#3	10/1/2014	\$21,017.96
#4	1/1/2015	\$21,017.96
#5	4/1/2015	\$21,017.96
#6	7/1/2015	\$21,017.96
#7	10/1/2015	\$21,017.96
#8	1/1/2016	\$21,017.99

Defendants shall deliver to plaintiff certified checks or cashier's checks made payable to the order of the "Wage and Hour Div., Labor" and equal to the total gross amount due, plus post-

judgment interest, as set forth above. The aforesaid installment payments shall be forwarded to the U.S. Department of Labor—Wage and Hour Division, P.O. Box 2638, Chicago, Illinois 60690-2638, no later than the dates reflected hereinabove.

C. Defendants remain responsible for paying the employers' share of any applicable taxes to the appropriate State and Federal revenue authorities. Further, defendants shall provide plaintiff a schedule, in duplicate, showing the name, last-known address, gross amount due, net amount due under subparagraph V(A), and social security number for each employee named in Exhibit A.

D. Plaintiff shall distribute the proceeds of each installment check to the persons enumerated in Exhibit A or to their estates, if that be necessary and any amounts of back wages, liquidated damages and post-judgment interest not so paid within a period of three (3) years from the date of receipt thereof shall, pursuant to section 16(c) of the Act, be covered into the Treasury of the United States as miscellaneous receipts.

VI

Defendants shall not request, solicit, suggest, or coerce, directly, or indirectly, any employee to return or to offer to return to the defendants or to someone else for the defendants, any money in the form of cash, check, or any other form, for wages previously due or to become due in the future to said employee under the provisions of this judgment or the Act; nor shall defendants accept, or receive from any employee, either directly or indirectly, any money in the form of cash, check, or any other form, for wages heretofore or hereafter paid to said employee under the provisions of this judgment or the Act; nor shall defendants discharge or in any other manner discriminate, nor solicit or encourage anyone else to discriminate, against any such employee because such employee has received or retained money due to him from the

defendants under the provisions of this judgment or the Act.

VII

Should defendants fail to pay any of the payments set forth in paragraphs IV and V hereinabove on or before the dates set forth therein, the entire amount of the balance of unpaid compensation and liquidated damages remaining shall become immediately due and owing without further notice by plaintiff to defendants.

VIII

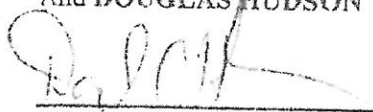
FURTHER, it is agreed by the parties herein and hereby **ORDERED** that each party bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act, as Amended.

Dated December 2, 2013.



United States District Court Judge

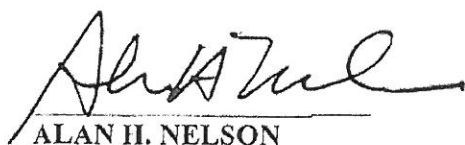
NORWOOD COMMERCIAL
CONTRACTORS, INC.
And DOUGLAS HUDSON



DOUGLAS HUDSON
As Owner and President
and as an individual

M. PATRICIA SMITH
Solicitor of Labor

CHRISTINE Z. HERI
Regional Solicitor



ALAN H. NELSON

Attorney for the Defendants

Attorney No.: 6229941

Trott Nelson, P.C.
1550 Spring Road
Suite 225
Oakbrook, Illinois 60523
Tele. no.: 630.530.4161



LINDA J. RINGSTAD

Attorneys for the Plaintiff

Attorney No.: 6225795

Office of the Solicitor
U.S. Department of Labor
230 S. Dearborn St., Rm. 844
Chicago, Illinois 60604
Tele. no.: 312.353.3668

EXHIBIT A

Last Name	First Name	Back Wages	Liquidated Damages	Post-Judgment Interest	Total
ADDISON	YOLANDA	\$ 2,563.29	\$ 1,859.66	\$ 20.98	\$ 4,443.93
ALLEN	MICHAEL	\$ 3,443.75	\$ 2,498.43	\$ 28.19	\$ 5,970.37
ANDERSON	ANDREW	\$ 82.50	\$ 59.84	\$ 0.68	\$ 143.02
ARIAS	ISMAEL	\$ 3,537.50	\$ 2,566.45	\$ 28.96	\$ 6,132.91
BERNER	RICK	\$ 1,203.75	\$ 873.31	\$ 9.85	\$ 2,086.91
BRYSON	STEPHEN	\$ 432.00	\$ 313.41	\$ 3.54	\$ 748.95
BULANDA	GRZEGORZ	\$ 882.00	\$ 639.88	\$ 7.22	\$ 1,529.10
BUTTACAVOLI	JOSEPHINE	\$ 67.50	\$ 48.96	\$ 0.55	\$ 117.01
CALLAHAN	SCOTT	\$ 319.00	\$ 231.42	\$ 2.61	\$ 553.03
CAMPOS	GUILLERMO	\$ 2,850.00	\$ 2,067.66	\$ 23.33	\$ 4,940.99
CAREY	CARL	\$ 200.00	\$ 145.09	\$ 1.64	\$ 346.73
CASTRO	FRANCISCO	\$ 1,316.50	\$ 955.11	\$ 10.78	\$ 2,282.39
COATS	DERRICK	\$ 2,897.00	\$ 2,101.76	\$ 23.71	\$ 5,022.47
COLLERY	PAUL	\$ 10,371.87	\$ 7,524.78	\$ 84.90	\$ 17,981.55
CONTREAS	LUIS	\$ 3,334.99	\$ 2,419.53	\$ 27.30	\$ 5,781.82
CORONADO	JESUS	\$ 3,697.50	\$ 2,682.53	\$ 30.27	\$ 6,410.30
COSTANTINI	DOMINIC	\$ 210.00	\$ 152.34	\$ 1.72	\$ 364.06
DAUZVARDIS	ALEX	\$ 843.75	\$ 612.13	\$ 6.91	\$ 1,462.79
DECKERT	RENNY	\$ 756.00	\$ 548.47	\$ 6.19	\$ 1,310.66
EARNEST	JAMES	\$ 11,463.87	\$ 8,317.03	\$ 93.85	\$ 19,874.75
EARNEST	JOE	\$ 640.00	\$ 464.31	\$ 5.24	\$ 1,109.55
ESTEFANIA	ERASTO	\$ 1,134.00	\$ 822.71	\$ 9.28	\$ 1,965.99
FIELD	MARK	\$ 375.00	\$ 272.05	\$ 3.07	\$ 650.12
FISHER	JAMALL	\$ 630.00	\$ 457.05	\$ 5.16	\$ 1,092.21
FLORES	JOSE	\$ 6,593.75	\$ 4,783.76	\$ 53.97	\$ 11,431.48
FLORES	ROBERT	\$ 414.00	\$ 300.35	\$ 3.39	\$ 717.74
GARCIA	LUIS	\$ 5,989.00	\$ 4,345.01	\$ 49.02	\$ 10,383.03
GARCIA	LUIS E.	\$ 940.50	\$ 682.32	\$ 7.70	\$ 1,630.52
GENTILE,	JOHN	\$ 2,250.00	\$ 1,632.36	\$ 18.42	\$ 3,900.78
GRIGGS	JAMES	\$ 4,020.00	\$ 2,916.50	\$ 32.91	\$ 6,969.41
GUERRERO	FRANCISCO	\$ 1,974.00	\$ 1,432.13	\$ 16.16	\$ 3,422.29
GUERRERO	OSCAR	\$ 7,033.50	\$ 5,102.79	\$ 57.57	\$ 12,193.86
HAMPTON	GARY	\$ 1,707.75	\$ 1,238.96	\$ 13.98	\$ 2,960.69
HERNANDEZ	DANIEL	\$ 2,102.50	\$ 1,525.35	\$ 17.21	\$ 3,645.06
HERNANDEZ	ERIC	\$ 1,985.00	\$ 1,440.11	\$ 16.25	\$ 3,441.36
HORTA	ISSAC	\$ 624.60	\$ 453.14	\$ 5.11	\$ 1,082.85
HUDSON	ANTHONY	\$ 6,375.00	\$ 4,625.99	\$ 52.19	\$ 11,053.18

HUDSON	MIKE	\$	3,989.50	\$	2,894.37	\$	32.66	\$	6,916.53
HUEY	JOSHUA	\$	180.00	\$	130.58	\$	1.47	\$	312.05
KOSTOV	KRASIMIR	\$	877.50	\$	636.62	\$	7.18	\$	1,521.30
LARSON	DONALD	\$	165.00	\$	119.70	\$	1.35	\$	286.05
LARSON	JACOB	\$	214.50	\$	155.61	\$	1.76	\$	371.87
LEYVA	JESUS	\$	4,058.75	\$	2,944.61	\$	33.22	\$	7,036.58
LONG	BRADLEY	\$	342.00	\$	248.11	\$	2.80	\$	592.91
LONG	CHRIS	\$	132.00	\$	95.76	\$	1.08	\$	228.84
LONG	MICHAEL	\$	1,425.00	\$	1,033.83	\$	11.66	\$	2,470.49
LORENZO	MOISES	\$	3,464.00	\$	2,513.12	\$	28.35	\$	6,005.47
MANGANA	MANUEL	\$	2,929.50	\$	2,125.34	\$	23.98	\$	5,078.82
MANOLIS	CHRIS	\$	907.50	\$	658.38	\$	7.43	\$	1,573.31
MARAVILLA	SALOMON	\$	1,596.00	\$	1,157.89	\$	13.06	\$	2,766.95
MARISCAL	ABEL	\$	6,405.75	\$	4,647.36	\$	52.43	\$	11,105.54
MARTIN	WARREN	\$	692.50	\$	502.40	\$	5.67	\$	1,200.57
MCKEE	THOMAS	\$	21.00	\$	15.23	\$	0.18	\$	36.41
MORALES	CARLOS	\$	413.00	\$	299.62	\$	3.38	\$	716.00
MORALES	ROBERTO	\$	14,950.50	\$	10,846.58	\$	122.38	\$	25,919.46
MOTES	DAVID	\$	2,163.00	\$	1,569.25	\$	17.71	\$	3,749.96
NALLEY	JERRY	\$	180.00	\$	130.58	\$	1.47	\$	312.05
NELSON	RUSSELL	\$	678.57	\$	492.29	\$	5.55	\$	1,176.41
PALANCA	MIKE	\$	6,169.91	\$	4,476.26	\$	50.50	\$	10,696.67
PARISH	BEN	\$	223.77	\$	162.34	\$	1.83	\$	387.94
PASCUAL	ALEJANDRO	\$	13,927.00	\$	10,104.03	\$	114.00	\$	24,145.03
PASCUAL	VICENTE	\$	1,095.50	\$	794.28	\$	8.96	\$	1,898.74
PASCUAL, JR.	ALEJANDRO	\$	5,767.87	\$	4,184.58	\$	47.21	\$	9,999.66
PAULSEN	MATTHEW	\$	1,369.50	\$	993.56	\$	11.21	\$	2,374.27
PAYAN	BRIAN	\$	420.00	\$	304.70	\$	3.44	\$	728.14
PECK	WILLIAM	\$	8,721.75	\$	6,327.62	\$	71.39	\$	15,120.76
PELLETREAU	JOHN	\$	2,625.00	\$	1,904.43	\$	21.49	\$	4,550.92
PICKETT	EDWARD	\$	1,190.00	\$	863.33	\$	9.74	\$	2,063.07
QUIGLEY	CHRIS	\$	1,087.50	\$	788.97	\$	8.90	\$	1,885.37
RAY	COREY	\$	180.00	\$	130.58	\$	1.47	\$	312.05
RODRIGUEZ	JUAN	\$	975.00	\$	707.35	\$	7.98	\$	1,690.33
RODRIGUEZ	RAUL	\$	2,055.00	\$	1,490.89	\$	16.82	\$	3,562.71
SHARP, JR.	ROBERT	\$	3,622.75	\$	2,628.30	\$	29.65	\$	6,280.70
SIERRA	ENRIQUE	\$	1,071.00	\$	777.00	\$	8.77	\$	1,856.77
SILVIA	JASON	\$	611.00	\$	443.27	\$	5.00	\$	1,059.27
SIMON	JAMES	\$	3,474.00	\$	2,520.38	\$	28.44	\$	6,022.82
SOLANO	ERNESTO	\$	1,137.50	\$	825.25	\$	9.31	\$	1,972.06
SOSSONG	RICHARD	\$	2,351.75	\$	1,706.18	\$	19.25	\$	4,077.18
STANHOPE	DANIEL	\$	600.00	\$	435.29	\$	4.91	\$	1,040.20
STEPS	JAMES	\$	337.50	\$	244.85	\$	2.76	\$	585.11

SUTPHIN	ANDREW	\$	5,762.50	\$	4,180.68	\$	47.17	\$	9,990.35
SUTZBERGER	ROBERT	\$	81.25	\$	58.94	\$	0.67	\$	140.86
TAUTKUS	BRIAN	\$	3,718.72	\$	2,697.92	\$	30.44	\$	6,447.08
THOMPSON	BRIAN	\$	289.29	\$	209.87	\$	2.37	\$	501.53
VACA	FERNANDO	\$	3,762.50	\$	2,729.68	\$	30.80	\$	6,522.98
VALENTI	DARIO	\$	4,304.25	\$	3,122.72	\$	35.23	\$	7,462.20
VALENTI II	MICHAEL	\$	2,898.00	\$	2,102.49	\$	23.72	\$	5,024.21
VIGGIANO	MICHAEL	\$	2,160.00	\$	1,567.07	\$	17.68	\$	3,744.75
VILLALBA	ISSAC	\$	514.50	\$	373.26	\$	4.21	\$	891.97
WATSON	CLIFTON	\$	1,785.00	\$	1,295.01	\$	14.61	\$	3,094.62
WEEKLY	JEFF	\$	1,342.50	\$	973.97	\$	10.99	\$	2,327.46
WEISS	DOUG	\$	82.50	\$	59.84	\$	0.68	\$	143.02
WRIGHT	REGINALD	\$	515.53	\$	374.01	\$	4.22	\$	893.76
<u>ZBYLUT</u>	<u>DUANE</u>	\$	<u>1,900.00</u>	\$	<u>1,378.44</u>	\$	<u>15.55</u>	\$	<u>3,293.99</u>
Totals:		\$	229,176.78	\$	166,267.75	\$	1,875.96	\$	397,320.49